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Board of arbitration

AWARD

ARBITRATION

between the

EASTERN RAILROADS

and

**THE BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN**

Submitted to Arbitration, under the Erdman Act,
By Agreement Dated Feb. 18, 1913.

New York, April 23, 1913.

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BOOK OF
COMMITTEES

ARBITRATION

OF THE CONTROVERSY BETWEEN THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN,

Complainants,

And

The following Railroads:

BALTIMORE AND OHIO	LAKE ERIE AND WESTERN
BALTIMORE AND OHIO SOUTHWESTERN	LAKE SHORE AND MICHIGAN SOUTHERN
BESSEMER AND LAKE ERIE	LEHIGH VALLEY
BOSTON AND ALBANY	LONG ISLAND
BOSTON AND MAINE	MAINE CENTRAL
BUFFALO, ROCHESTER AND PITTSBURGH	MICHIGAN CENTRAL
CENTRAL NEW ENGLAND	MONONGAHELA
CENTRAL RAILROAD OF NEW JERSEY	NEW JERSEY AND NEW YORK
CHICAGO, INDIANA AND SOUTHERN	NEW YORK CENTRAL AND HUDSON RIVER R. R.
CHICAGO, TERRE HAUTE AND SOUTHEASTERN	NEW YORK, CHICAGO AND ST. LOUIS
CINCINNATI, HAMILTON & DAYTON	NEW YORK, NEW HAVEN AND HARTFORD
CINCINNATI, LEBANON AND NORTHERN	NEW YORK, PHILADELPHIA AND NORFOLK
CINCINNATI NORTHERN	NEW YORK, SUSQUEHANNA AND WESTERN
CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS	PENNSYLVANIA LINES, EAST
DAYTON AND UNION	PENNSYLVANIA LINES, WEST
DELAWARE AND HUDSON	PHILADELPHIA AND READING
DELAWARE, LACKAWANNA AND WESTERN	RUTLAND
DETROIT, TOLEDO AND IRONTON	TOLEDO AND OHIO CENTRAL
DETROIT, TOLEDO AND MILWAUKEE	TOLEDO, PEORIA AND WESTERN
DUNKIRK, ALLEGHENY VALLEY AND PITTSBURGH	TOLEDO, ST. LOUIS AND WESTERN
ERIE	VANDALIA
GRAND RAPIDS AND INDIANA	WABASH PITTSBURGH TERMINAL
HOCKING VALLEY	WESTERN MARYLAND
INDIANA HARBOR BELT	WEST SIDE BELT
INDIANAPOLIS UNION	WHEELING AND LAKE ERIE
KANAWHA AND MICHIGAN	WILKESBARRE AND EASTERN
LAKE ERIE, ALLIANCE AND WHEELING	ZANESVILLE AND WESTERN

Some time about the middle of the year 1912, the Brotherhood of Locomotive Firemen and Enginemen, through its duly accredited officers, in support of the demands of the firemen and hostlers employed on the railroads named in this caption, presented a request on behalf of all of such employees of these Railroad Companies for an increase in wages, and for sundry improvements of the rules controlling their conditions of service. As early as July 1st, 1912, a meeting was held between the Committee representing the firemen and the Conference Committee of Managers of the Railroads, in the City of New York, and subsequent to that date a number of other similar meetings were held, and much correspondence engaged in. The firemen were represented in these conferences by W. S. Carter, President, and other officers of the Brotherhood, and the railroads were represented by Elisha Lee, Chairman of the Conference Committee of Managers, and other gentlemen associated with him on the Committee. After numerous conferences and the exchange of proposals the parties to the controversy were unable to agree and jointly asked Hon. Martin A. Knapp, Presiding Judge of the U. S. Commerce Court and Hon. Chas. P. Neill, Commissioner of Labor to mediate the differences between the firemen and the railroads, in pursuance of the provisions of the Act of Congress commonly known as the Erdman Act, but they were unable to compose the differences and the entire correspondence covering the negotiations between the Brotherhood and the Railroads, together with a historical statement thereof, was published over the signatures of the officers of the Brotherhood, and the question of a strike was submitted to the firemen employed through the territory covered by the railroads, party to the controversy, and a strike vote was taken; the total number of votes cast in the strike vote being 33,916, of which 32,918 or 96 5/10% were cast for the strike. This created a situation full of serious possibilities, not only to the parties immediately concerned, but in a much wider sense to the general public, and which seemed to be equally appreciated by the representatives of the Brotherhood and the Railroads.

Immediately following the counting of the strike vote, further conferences were held between the Conference Committee of Managers and the Brotherhood representatives, but as they were still

unable to agree upon a settlement, the President of the Brotherhood of Locomotive Firemen and Enginemen invoked the assistance of Hon. Martin A. Knapp, Presiding Judge of the United States Commerce Court, and Hon. G. W. W. Hanger, Acting Commissioner of Labor, to mediate the differences between the firemen and the railroads, in pursuance of the provisions of an Act of Congress concerning carriers engaged in interstate commerce and their employes (commonly known as the Erdman Act, approved June 1, 1898). Messrs. Knapp and Hanger promptly responded to this request for mediation. Their efforts at mediation did not accomplish a settlement of the controversies, but resulted in an agreement between the parties to adjust their differences by arbitration, under the provisions of the Erdman Act.

The Railroads appointed as their arbitrator Mr. William W. Atterbury, of Philadelphia, Pa., and the Brotherhood appointed as its arbitrator, Mr. Albert Phillips, of Sacramento, Calif. The two arbitrators thus chosen, having failed within five days after their first meeting for that purpose, requested the Presiding Judge of the United States Commerce Court and the Acting Commissioner of Labor to appoint a third arbitrator. Hon. William L. Chambers, of Washington, D. C., was appointed as such third arbitrator on the 3rd day of March, 1913. A copy of his appointment is filed in the record. Each of the members of the Board was notified in accordance with the provisions of the Erdman Act of his appointment and furnished with a copy of the agreement of arbitration entered into dated February 18th, 1913. The letter of appointment of the third arbitrator and the articles of agreement between the parties are fully set out in the record, which is filed contemporaneously with this award in the office of the Clerk of the Circuit Court of the United States for the Southern District of New York, being the District wherein the negotiations between the parties were carried on where the arbitration agreement was entered into, and where the hearings were held and the conclusions resulting in this Award were reached.

The Board of Arbitrators appointed as above, held its first meeting at the Waldorf-Astoria Hotel, in the City of New York, State of New York, on Monday, March 10th, 1913. William L. Chambers was elected Chairman of the Board and H. S. Milstead was appointed temporary Secretary and subsequently his appointment was made permanent.

Sessions of public hearings were held daily, with the exception of Sundays, from March 10th to and including the 5th day of April, 1913. Since that date to and including this date the arbitrators have had the matters in controversy under consideration.

The appearances were as follows:

W. S. CARTER, President, Brotherhood of Locomotive Firemen and Enginemen.
TIMOTHY SHEA, Assistant President, Brotherhood of Locomotive Firemen and Enginemen.
ELISHA LEE (Assistant to General Manager, Pennsylvania Railroad Company), Chairman of Conference Committee of Managers.
J. G. WALBER, Assistant to 3rd Vice-President, Baltimore and Ohio Railroad.
D. F. CRAWFORD, General Superintendent of Motive Power, Pennsylvania Lines, West of Pittsburgh.
J. A. MCCREA, General Manager, Long Island Railroad.
P. E. CROWLEY, General Manager, New York Central and Hudson River Railroad Company.
A. T. DICE, Vice-President, Philadelphia and Reading Railway.
A. J. STONE, General Manager, Erie Railroad Company.
S. C. LONG, General Manager, Pennsylvania Railroad Company.
C. S. SIMS, Vice-President and General Manager, Delaware and Hudson Company.
G. L. PECK, Fifth Vice-President, Pennsylvania Lines, West of Pittsburgh.
H. W. McMASTER, General Manager, Wheeling and Lake Erie Railroad.
MARTIN QUICK, Secretary, Conference Committee of Managers.

The first session of the Board was occupied by a statement of the Chairman of the Board, followed by an opening statement on behalf of the Brotherhood by Mr. W. S. Carter, its President, this being followed by the statement of Mr. Elisha Lee on behalf of the Railroads. Employes from many different lines of railroads throughout the territory covered by them were called on behalf of the firemen, and in connection with their testimony given on the stand, some fifty (50) odd printed exhibits were presented by Mr. Carter. These were carefully numbered and filed, the important features of many of them being read into the record. These exhibits are bound in two volumes and are filed with the record in the Court. They cover a vast collection of statistical tables on the subject of wages, wage schedules, etc., etc.

The Railroads called perhaps an equal number of witnesses and filed a large number of exhibits, which are also bound in two separate volumes and filed with the Court. It is probable that no such elaborate or valuable statistical matter was ever before submitted in a similar arbitration.

At the conclusion of the public hearings and after oral arguments covering several days, printed briefs were filed by the respective parties, which have been of great assistance to the Board in reaching its conclusion.

The railroads involved in this concerted arbitration comprise practically all that part of the United States east of the Mississippi and north of the Ohio and Potomac Rivers. The trackage of these railroads is approximately 70,000 miles of main line, being something more than one-fourth of the entire trackage of the United States. These railroads represent practically forty per cent. (40%) of the total capitalization for all railroads in the United States; they carried about forty-seven per cent. (47%) of the ton miles and about forty-three per cent. (43%) of the passenger miles of all railroads of the United States.

The firemen employed on these railroads number in the neighborhood of 31,000 for the year 1912, and the wages for the year 1912 was approximately \$29,000,000. These figures indicate, with some degree of certainty and emphasis, the magnitude of the problem and the far-reaching character of the controversies submitted for the arbitrament of this Board. Reference must be had to the three printed and bound volumes of evidence taken on the stand, comprising more than two thousand (2,000) pages, the four (4) volumes of printed exhibits, comprising perhaps as many more pages in the aggregate, and the exhaustive briefs of counsel, in order to form a due estimate of the comprehensive and difficult task undertaken, the conclusions of which by the Board are now stated.

After due deliberation and consideration of all the evidence, exhibits, arguments and briefs of counsel representing the respective interests, the Board has reached a conclusion in respect of the demands of the firemen for increased rates of pay and for improved conditions of service, and make the awards as follows upon all the matters contained in the Articles of Submission, that is to say,

We Award

Article 1: That

Ten (10) hours or less, or one hundred (100) miles or less, shall constitute a day's work in all classes of service, except as otherwise specified. The time for which firemen will be paid shall begin at the time he is required to report for duty, and end when the engine is delivered at the point designated.

Article 2:

The following rates of wages per day shall be the minimum rates paid in all classes of service on all railroads, parties to this arbitration:

(a) Passenger Service.

Weights of Locomotives in pounds on Drivers.

Less than 80,000 pounds.....	\$2.45
80,000 to 100,000 “.....	2.50
100,000 to 140,000 “.....	2.60
140,000 to 170,000 “.....	2.70
170,000 to 200,000 “.....	2.85
200,000 to 250,000 “.....	3.00
250,000 to 300,000 “.....	3.20
300,000 to 350,000 “.....	3.40
All engines over 350,000 lbs. on drivers.....	3.60
Mallet engines regardless of weight on drivers.....	4.00

Freight Service.

Less than 80,000 pounds.....	2.75
80,000 to 100,000 “.....	2.85
100,000 to 140,000 “.....	3.00
140,000 to 170,000 “.....	3.10
170,000 to 200,000 “.....	3.20
200,000 to 250,000 “.....	3.30
250,000 to 300,000 “.....	3.55
All engines over 300,000 lbs. on drivers.....	4.00
Mallet engines regardless of weight on drivers.....	4.00

Where two firemen are employed on a locomotive as a result of the application of Article 6 hereinafter, the rates of pay to each fireman shall be as follows:

Weight on drivers,	100,000 up to 250,000 lbs.....	2.75
“ “ “	over 250,000 lbs.....	3.00

(b) Switching Service.

Switch engine firemen on locomotives, weighing less than 140,000 lbs. on drivers, per day of ten (10) hours or less.....	\$ 2.50
Switch engine firemen on engines weighing 140,000 lbs. or over on drivers, per day of ten (10) hours or less (excluding Mallets \$4.00).....	2.60

(c) Hostlers.

Hostlers, per day of ten (10) hours or less.....	2.40
If hostlers are employed in handling engines between passenger stations, and round houses or yards, or on main tracks, they will be paid, per day of ten (10) hours or less.....	3.25
If men are employed to assist hostlers in handling engines between passenger stations and round houses or yards, or on main tracks, they will be paid per day of ten (10) hours or less....	2.50

(d) Helper on Electric Locomotive.

The term "helper" will be understood to mean the second man employed on electric locomotives, and he shall receive in passenger service, per day of ten (10) hours, or less, one hundred (100) miles or less.....	2.50
In through freight per day of ten (10) hours or less, one hundred (100) miles or less.....	2.80
In switching service, per day of ten (10) hours or less	2.50

All working conditions applicable to steam locomotive firemen in steam service will apply to helpers in electric service.

(e) Firemen on locomotives in pusher and helper service, mine runs, work, wreck, belt line and transfer service, and all other unclassified service will be paid through freight rates according to the class of engine.

(f) Firemen in local freight service will be paid fifteen (15) cents in addition to through freight rates according to class of engine.

(g) For the purpose of officially classifying the locomotive, each railroad, party to this arbitration, will keep bulletins at all terminals showing accurately the weight on drivers of all engines in its service.

Article 3:

(a) Overtime in all classes of service, except passenger, will be paid for pro rata on the minute basis. Except as otherwise specified ten (10) hours, or one hundred (100) miles will be the basis for computing overtime. Miles and hours will not be counted together; when miles exceed hours, miles will be allowed, and when hours exceed miles, hours will be allowed.

(b) Overtime in passenger service (except suburban service) will be paid at the rate of thirty (30) cents per hour on the basis of twenty (20) miles an hour, computed on the minute basis. Five (5) hours or less, one hundred (100) miles or less, to constitute a day's work.

(c) On short turn around runs, no single one of which exceeds eighty (80) miles, including suburban service, overtime shall be paid for all time actually on duty, or held for duty, in excess of eight (8) hours (computed on each run from the time required to report for duty to end of that run) within twelve (12) consecutive hours; and also for all time in excess of twelve (12) consecutive hours, computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour.

Article 4:

No initial terminal delay is allowed beyond that involved in the rule that pay shall begin in all cases at the time fireman is required to report for duty, but final terminal delay after the lapse of one hour will be paid for at the end of the trip, at the overtime rate, according to the class of engine, on the minute basis. For freight service final terminal delay shall be computed from the time the engine reaches the designated main track switch connecting with the yard track. For passenger service final terminal delay shall be computed from the time the train reaches the terminal station. If road overtime has commenced terminal overtime shall not apply, and road overtime shall be computed to the point of final release.

Article 5:

Firemen in pool freight and in unassigned service held at other than home terminal, will be paid continuous time for all time so held after the expiration of eighteen (18) hours from time relieved from previous duty, at the rate per hour paid him for the last service performed. If held fourteen (14) hours after the expiration of the first twenty-eight (28) hour period, he will be paid continuous time for the next succeeding ten (10) hours, or until the end of the twenty-four (24) hour period, and similarly for each twenty-four (24) hour period thereafter. Should a fireman be called for duty after pay begins, his time will be computed continuously.

Article 6:

When a second fireman is deemed necessary on any engine, or assistance is deemed necessary on any engine where one fireman is employed, the matter will be taken up with the proper officials by the Firemen's Committee. Failing to reach a settlement the matter shall be referred to an Adjustment Commission, to be composed of five (5) persons, two (2) of whom are to be chosen by the Railroad Company, two (2) by the Firemen's Committee, and one (1) to be selected by the four (4) thus chosen, who shall be the Chairman of the Commission. Should the four (4) men fail to agree upon the fifth, then three (3) days after the last of the four (4) is selected, the fifth man shall be named by the Presiding Judge of the United States Commerce Court. If, for any reason, the selection of the fifth man cannot be made by the Presiding Judge of said Court, he shall be named by the United States District Judge of the District in which the controversy may have arisen. All expenses incurred in connection with the settlement of such matters shall be borne equally by the two (2) parties to the controversy.

Article 7:

Firemen will be relieved of cleaning engines. Lubricators will be filled, headlights, markers and other lamps cared for (including filling but not lighting), and all supplies placed on engines at points where round house or shop force are maintained. The firemen shall not be relieved of responsibility of knowing that engines for which they are called are properly equipped for service.

Article 8:

Firemen tied up between terminals on account of the Hours of Service Law, will be paid continuous time from initial point to tied-up point. When they resume duty on a continuous trip they will be paid from tied-up point to terminal on the following basis: For fifty (50) miles or less, or five (5) hours or less, fifty (50) miles pay; for more than fifty (50) miles up to one hundred (100) miles, or over five (5) hours, and up to ten (10) hours, one hundred (100) miles pay; over one hundred (100) miles, or over ten (10) hours, at schedule rates. This provision does not permit the running of firemen through terminal or around other firemen at terminals, unless such practice is permitted under the pay schedule.

Article 9:

The earnings of firemen in any class of service shall not be diminished by the provisions of this award; and if the rates that were higher or the conditions that were better antecedent to this award are necessary to guarantee this requirement they shall be maintained. Neither shall the earnings of the firemen, in any class of service, be increased above what the higher rates of pay and the conditions that were better antecedent hereto guaranteed him, by a combination of the rates herein established with the conditions of service antecedent hereto, or vice versa.

It is not intended that any of the terms or provisions of this award shall debar committees from taking up for adjustment with the management of the respective railroads any questions or matters not specifically covered herein.

Article 10:

This award shall take effect at the time and in the manner provided by the Act of Congress entitled "An Act Concerning Carriers Engaged in Interstate Commerce and Their Employees, Approved June 1st, 1898."

All parties to this arbitration having stipulated in writing, and incorporated in the record an agreement, extending the time within which this award may be made and filed, from the second (2nd) day of April, 1913, to and including the twenty-third (23rd) day of April, 1913, the Arbitrators now, on this twenty-third (23rd) day of April, 1913, signed this award without dissent in any particular to any of its provisions by anyone of them, and have required the Secretary to attest the same.

Attest:

H. S. MILSTEAD,
Secretary.

(Signed) WILLIAM L. CHAMBERS,
W. W. ATTERBURY,
ALBERT PHILLIPS.

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